

DES MOINES METRO SOLID WASTE AGENCY/ 06-09
CENTRAL IOWA LANDFILL EMPL. COUNCIL

AGREEMENT

BETWEEN

METRO WASTE AUTHORITY

AND

CENTRAL IOWA EMPLOYEES LANDFILL COUNCIL

FOR THE PERIOD

JULY 1, 2006, THROUGH JUNE 30, 2009

AGREEMENT

THIS AGREEMENT is between the Metro Waste Authority and the Central Iowa Employees Landfill Council.

PREAMBLE

THIS AGREEMENT, entered into by the Metro Waste Authority, hereinafter referred to as the "Employer", and the Central Iowa Employees Landfill Council, Des Moines, Iowa, hereinafter referred to as the "Union", has, as its purposes; the promotion of harmonious relations between the Employer and the Union, the establishment of an equitable and peaceful procedure for the resolution of differences, and the establishment of rates of pay, hours of work and other conditions of employment.

ARTICLE I - Recognition

The Employer recognizes the Union as the sole and exclusive bargaining agent for the purpose of negotiating salaries, wages, hours and other conditions of employment in accordance with the provisions of the Iowa Public Employees Relations Act for the following classifications of employees:

- Heavy Equipment Operator
- Medium Equipment Operator
- Light Equipment / Utility Man
- Equipment Mechanic
- Equipment Lubricator
- Heavy Equipment Operator/Mechanic
- Transfer Station Operator/Semi-Driver
- Working Foreman

ARTICLE II - Union Security

Each employee who on the effective date of this Agreement is a member of the Union and each employee who voluntarily becomes a member after that date shall provide at least thirty (30) days written notice to both the Union and the Employer in the event he wishes to withdraw from Union membership.

ARTICLE III - Deductions

The Employer agrees to make deductions, as required by law, from employees' wages which include, but are not limited to, income tax, social security, and IPERS. The Agency will make regular deductions for labor organizations from the wages of each employee who has provided the Agency with proper written authorization. The aggregate deductions of all employees shall be remitted together with an itemized statement to the appropriate labor organization. Any such authorization is revocable at any time by any employee upon thirty (30) days written notice to the Agency. The

Agency will also make regular deductions for other items, as mutually agreed upon, with written authorization from the employee.

ARTICLE IV - Hours of Work

Section 1. Regular Hours

The regular work hours of each day shall be consecutive, except that they may be interrupted by a lunch period which shall not be considered a part of the regular working hours.

Section 2. Work Week

The normal work week shall consist of five (5) consecutive eight (8) hour work days, Monday through Friday. Exceptions to the normal work week may occur in cases of inclement weather or as provided in other sections of this Agreement.

Section 3. Work Day

Eight (8) consecutive hours of work within the twenty-four (24) hour period beginning at midnight shall constitute the regular work day, exclusive of the lunch period.

Section 4. Work Shift

Eight (8) consecutive hours of work (excluding lunch periods) shall constitute a work shift. All employees shall be scheduled to work on a regular work shift and each work shift shall have a regular starting and quitting time. However, such work shifts may vary from individual to individual.

Section 5. Work Schedule

Work schedules showing the employees' shifts, work days and hours, shall be posted on all department bulletin boards. Any changes in the work schedule shall be posted at least five (5) working days in advance of such change. Variations in work schedules as agreed to between union and employer for specific job categories may be instituted.

Section 6. Hours of Work

The hours of work in a week for permanent, full-time employees will be forty (40) hours. The hours of work in a year for permanent, full-time employees shall be two thousand eighty (2,080) hours. These hours are minimum hours. In order to be eligible for the minimum number of hours, the employees must be available for work. All overtime hours in excess of eight (8) hours per day, as well as all authorized paid leave, shall be counted in determining whether an employee has worked the minimum forty (40) hour work week or two thousand eighty (2,080) hour work year.

Section 7. Rest Periods

All employees' work schedules shall provide for a fifteen (15) minute rest period prior to the lunch period and a fifteen (15) minute rest period following the lunch period. The rest period shall be scheduled at the middle of each one-half (1/2) shift whenever this is feasible.

Section 8. Meal Periods

All employees shall be granted a lunch period during each work shift. Whenever possible the lunch periods shall be scheduled at the middle of the shifts.

Section 9. Dismissal from Work

The employer may, at its discretion, dismiss employees from work provided such employees shall be compensated for said dismissal in accordance with Article X, Section 1.

ARTICLE V - Holidays

Section 1. Holidays Recognized and Observed

The following days shall be recognized and observed as paid holidays:

New Year's Day

Memorial Day,

Fourth of July

Labor Day

Veteran's Day

Thanksgiving Day

Christmas

Additional Christmas day

Employee's birthday

Two floating holidays which shall be taken at the mutual consent of the employer and the employee.

Permanent employees shall be paid for eight (8) hours straight time for each of the above holidays. If a holiday falls on a Sunday, it shall be observed the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. When Christmas falls on Tuesday, Wednesday, Friday or Saturday, in addition to the legal holiday observance, the preceding work day shall be observed as the additional Christmas day holiday. When Christmas falls on a Monday or Thursday, the additional Christmas day holiday will be observed the following work day. Personal leave, see Article VIII, Section 3-e.

Section 2. Overtime Rates

If an employee works on a day designated as a holiday, he shall be paid at overtime rates for a minimum of four (4) hours for working zero (0) to four (4) hours and a minimum of eight (8) hours for working more than four (4) hours in addition to the holiday pay.

Section 3. Eligibility Requirements

Employees shall be eligible for pay for any holiday falling within a period for which they receive compensation provided the employee is present for work on the day preceding and the work day following the holiday unless on authorized paid leave.

Section 4. Scheduling for Work on Holidays

Employees shall rotate holiday work assignments within their respective classification. In the event there is a need for personal in addition to those scheduled to work a holiday, such assignment will be offered on a seniority basis.

ARTICLE VI - Vacation

Section 1. Eligibility

All permanent full-time and part-time employees who have completed six (6) months of continuous service and have successfully completed the probationary period shall be eligible for vacation leave upon accrual.

Section 2. Vacation Accrual Schedule

Each full-time permanent employee shall be granted vacation leave in accordance with the following accrual schedule:

Less than five (5) years of service; ten (10) working days (eighty [80] hours per year)

Five (5) years, but less than twelve (12) years of service; fifteen (15) working days (one hundred twenty [120] hours per year)

Twelve (12) years, but less than nineteen (19) years service; twenty (20) working days (one hundred sixty [160] hours per year)

Nineteen (19) years service or more; twenty-five (25) working days (two hundred [200] hours per year)

Section 3. Vacation Sign-up

Choice of Vacation Period. Vacations shall be granted at the time requested by the employee. However, if the nature of the work makes it necessary to limit the number of employees on vacation at the same time, the employee with the greatest seniority shall be

given his choice of vacation period by seniority, for a maximum of two (2) week increments. Following the initial selection by all employees, those employees having remaining vacation time shall have the opportunity to select their remaining vacation time on a seniority basis.

Section 4. Holiday During Vacation Period

If a holiday occurs during the calendar week in which a vacation is taken by an employee, such holiday shall be paid as holiday pay and shall not be charged against the employees' accrued vacation.

Section 5. Accumulation

Vacations must be taken within a twelve (12) month period after the completion of the year in which it is earned unless written authorization extending this period is obtained from the Director. Accrued, but unused, vacation will be paid in cash at the employees' then current rate of pay upon termination of employment. In the event of employee's separation prior to completion of six (6) months service, employee shall be ineligible for vacation payment upon termination.

ARTICLE VII - Sick Leave

Section 1. Allowance

Any employee contracting or incurring any non-service connected sickness or disability which renders such employee unable to perform the duties of his employment shall receive accumulated sick leave with pay, including emergency doctor and dental appointments.

Employees shall also be allowed to take accumulated sick leave for serious illnesses of an emergency nature for members of the employee's immediate family which would require the employee's presence at home.

Request for sick leave shall be made at least fifteen (15) minutes prior to the work shift.

Section 2. Accumulation

Employees shall start to earn sick leave from their date of permanent employment and shall accumulate sick leave at the rate of one (1) working day per month as long as they are in the service of the employer.

Section 3. Unused

Employees shall be compensated in cash for all accumulated unused sick leave upon retirement or death of the employee. These benefits shall be paid to the employee in the event of the employee's retirement in accordance with the appropriate state statutes or to

his beneficiary in the event of the employee's death. The amount of payment for unused sick leave shall be at the employee's then current rate of pay.

Unused sick leave paid on dissolution of Agency (in which no transfer of benefits available through other city employment) added to present sick leave benefits.

Section 4. Verification

The employer may require a doctor's certificate upon an employee's return to work from an illness of three (3) consecutive full days or more. In cases where the employee's sick leave record indicates abuse, the Director may authorize appropriate action to verify the reported illness. Sick leave shall be chargeable only when used on regularly scheduled work days or work periods.

ARTICLE VIII - Leaves of Absence

Section 1. Eligibility Requirements

Employees shall be eligible for leaves of absence after thirty (30) days of service with the employer.

Section 2. Application for Leave

Any request for a leave of absence shall be submitted in writing by the employee to his immediate supervisor. The request shall state the reason for leave of absence being requested and approximate length of time the employee desires.

Authorization for a leave of absence when granted shall be furnished to the employee by his immediate supervisor and shall be in writing.

Any request for a short leave of absence, a leave not exceeding one (1) month, shall be answered within five (5) days. A request for leave of absence exceeding one (1) month shall be answered within ten (10) days.

In addition to accruing seniority while on leave of absence granted under the provisions of this Agreement, employees shall be returned to the position held at the time the leave of absence was requested.

Section 3. Paid Leaves

(A) Family Leave

In case of death in the immediate family, a permanent employee shall be granted a leave of absence with pay up to seven (7) calendar days by the Director or authorized representative. "Immediate" family is defined as "wife, husband, child or parent".

In case of death in the family, a permanent employee, upon prior request, shall be granted a leave of absence with pay up to four (4) calendar days by the Director or authorized representative. "Family" is defined as "mother-in-law, father-in-law, sister, sister-in-law, brother, brother-in-law, son-in-law, daughter-in-law, grandparents, grandparents-in-law and any other relative living in the same household as the employee".

In addition, leaves shall be granted to all permanent full-time employees for a maximum of four (4) hours to attend the funeral of any other relative or close family friend upon written authorization of the Director or authorized representative. Employees shall request the time off as far in advance as practical.

If the situation warrants an extension, the Director may grant up to an additional three (3) calendar days. A written explanation of any such extension must be filed with the Director or authorized representative.

(B) Jury or Witness Leave

Leave with pay shall be authorized by the Director in order that a regular employee may serve required jury duty or as a witness for the Federal Government, state of Iowa or political sub-division thereof. Such time off shall be considered as time on duty and the employee will be paid the difference between his regular pay and the amount he receives from the jury or witness duty, except travel, food or lodging compensation for such duties. Other types of required court appearance shall not be considered as time on duty and entitle the individual to compensation as stated above, except at the discretion of the Director.

(C) Military Leave

Permanent employees are eligible for leave with pay for the first thirty (30) days of their active service in the Armed Forces or active training duty in the Armed Forces. Thereafter, this leave shall be without pay. Any such leaves shall be reported to the Director in writing before commencing the leave. Employees shall receive the difference between military pay and his regular pay for thirty (30) days.

(D) Injury Leave

Leave of absence with pay to permanent employees for on-the-job injuries or occupational disease (as described by the Iowa Workman's Compensation Law) shall be provided by workman's compensation insurance.

1. Method of Payment

During such injury leave, the employer shall pay such employee in accordance with the schedule below provided that, upon receipt of workman's compensation benefits, employees shall receive the difference between workman's compensation benefits under this contract. However, the total amount so paid for loss of time from work shall not

exceed the full pay which the employee would have received for such period at his regular rate of pay. Such injury leave shall not be charged against the employee's sick leave or vacation benefits, except as provided hereinafter.

2. Extent of Leave

Such injury leave shall extend, as provided below, unless it is determined sooner by competent medical authority and approved by the Director that the employee can return to work.

- (a) For the first six (6) months of the injury leave, the equivalent of full pay.
- (b) Three (3) months with workman's compensation benefits, plus two-thirds (2/3) of the difference between the employee's full pay and the workman's compensation benefits.
- (c) The next three (3) months with workman's compensation benefits, plus one-third (1/3) the difference between the employee's full pay and workman's compensation benefits.
- (d) At the end of one (1) year from the date of injury, the employee shall be entitled to workman's compensation benefits for the duration of his disability as provided by the Code of Iowa.
- (e) If declared by competent medical authority to be unable to return to work or to be declared permanently disabled, the employee shall, after one (1) year from the date of the disabling injury, be permitted to use his vacation and normal sick leave before being retired from service with the employer.

To qualify for an injury leave of absence with pay, the employee must report an injury to the foreman within the work shift in which it occurs unless physically unable to do so and to take such first aid, medical treatment or any other treatment as may be necessary. In the event the employee fails to report the injury within the work shift, any compensation received from the employer shall be charged against sick leave or vacation time.

Section 3. Personal Leave

Upon completion of one (1) full year of service, an employee shall be eligible for eight (8) hours paid leave each year for personal reasons.

- 1. Employees shall normally notify their supervisor forty-eight (48) hours in advance of leave request.
- 2. Personal leave shall not be used to work elsewhere for wages.
- 3. Personal leave normally shall not be used in conjunction with a holiday or vacation.

4. Personal leave may not be accumulated and must be used by June 30 of each year or be forfeited.

Section 4. Unpaid Leave

(A) Reasonable Purpose

A leave of absence without pay for any reasonable purpose may be granted by the Director when requested in writing by the employee.

(B) Family Medical Leave Act

Employees shall be entitled to family leave as set out in federal law; however, employees shall not be required to exhaust all of their paid leave before they are eligible for the unpaid leave provided under the provisions of the "Family Medical Leave Act".

ARTICLE IX - Wages

Section 1. Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked "Appendix I."

When any position not listed on the wage schedule is established, the employer may designate a job classification and rate structure for the position. In the event the Union does not agree that the classification and rates are proper, the Union shall have the right to submit the issue as a grievance at Step 2 of the grievance procedure.

Permanent employees temporarily working in a higher classification will be compensated at the rate of pay for the higher classification as follows:

Less than four (4) hours – no additional compensation.

Four (4) hours or more, eight (8) hours of compensation at the rate for the higher classification, or the hours actually worked whichever is greater.

If the pay rate for the "acting" position is less than the employee's regular position, the employee will be paid at the rate of his regular position.

Permanent part-time employees shall receive pro-rata benefits. A permanent part-time employee is an employee of the Agency who is assigned to a permanent work schedule of less than forty (40) hours per week, but a permanent part-time employee shall not include casual employees, temporary employees, summer employees, or contract employees.

Section 2. Pay Period

The salaries and wages of employees shall be paid every two (2) weeks on Friday of the appropriate week. Employees shall be compensated on pay day for all work performed during the two (2) week pay period ending on the Sunday immediately preceding pay day. In the event the normal pay day is a holiday, the preceding day shall be pay day.

Section 3. Pay Plan

(A) Within Grade Salary Increases

After appointment or promotion an employee shall receive a step increase after completing six (6) months of employment in the assigned salary range.

This employee shall continue to receive step increases after each additional six (6) months of service until reaching the top of the salary range for his/her classification.

Such pay adjustments shall be made effective at the beginning of the pay period during which the required qualified service is met.

(B) Promotion Pay

Upon promotion to a classification having a higher pay range, the employee shall receive an increase in pay equal to the first step of the newly assigned salary range above the next step of the employee's current salary range.

(C) Demotions

Employees demoting to a classification having a lower pay range shall be placed in the highest step of the newly assigned salary range that is below their current rate of pay.

Section 4. Longevity Pay

Permanent employees who have performed satisfactory continuous service for the required number of years shall be eligible to begin accruing longevity pay at the beginning of the payroll period in which the required number of years has been completed.

(A) Continuous Service

Continuous service shall be terminated by resignation, dismissal or retirement. If an employee so terminated receives a subsequent reappointment, he shall not be given longevity pay for service prior to the termination. Continuous service shall not be considered broken if an employee:

1. Is on military leave of absence and returns to employment with the employer in accordance with Federal and State laws.

2. Is on authorized leave of absence or on a temporary suspension without pay. However, no credit shall be allowed for time toward the accumulation of a five (5) year period by employees suspended or on leave without pay for over thirty (30) consecutive calendar days, and additional time equal to the loss of service must be served so as to qualify for longevity.

(B) Amount of Payment

Eligible employees shall receive one percent (1%) of base salary upon completion of five (5) years; two percent (2%) of base salary upon completion of nine (9) years; three percent (3%) after thirteen (13) years; four percent (4%) after seventeen (17) years; five percent (5%) after twenty-one (21) years; and six percent (6%) after twenty-five (25) years or more continuous satisfactory service in a permanent status. Longevity increments shall be paid in addition to regular compensation and may be incorporated with the regular paychecks.

(C) Limitations

An employee who is suspended, on leave of absence without pay, or otherwise off the payroll for any period of thirty (30) consecutive calendar days or more shall receive no longevity pay for such period.

ARTICLE X - Accident, Health and Insurance Program

Section 1. Health Insurance Plan

The Employer provides to each permanent full-time employee a comprehensive hospitalization program including hospitalization, surgical, major medical coverage and a dental plan. The Employer will pay the full premium for the single or family plan.

The medical and dental plan shall be the same plan as the plan offered to the non-bargaining unit employees of the Metro Waste Authority as of July 1, 2006. The Employer shall establish a Health Reimbursement Arrangement for each employee and on July 1, 2006, each employee's account shall be funded in the amount of \$5,000.00. Beginning on July 1, 2007, and each quarter thereafter, each employee's account shall receive additional funding in the amount of \$750.00 a quarter. These amounts may be used by the employee to pay for any expenses authorized by the IRS for Health Reimbursement Arrangement (HRA) accounts.

Employees who terminate employment for reasons other than retirement or layoff shall be eligible to use whatever balance remains in their account as of the date of termination up to a maximum of \$6,000.00 for all eligible expenses allowed by the IRS. Employees laid off or retiring from MWA shall be eligible to use 100% of the balance of their HRA

account accumulated during active employment for said eligible expenses. No additional amounts will be added to the employee's HRA account after separation from service for any reason. The final unused portions of the employee's HRA account will be rolled over from year to year and said balance shall be available for use by the employee for all eligible expenses allowed by the IRS.

Section 2. Disability Insurance Benefits

In the event an Employee becomes eligible for benefits under the Long Term Disability Plan, the Employer shall continue to provide insurance benefits for up to twenty-four (24) months.

The Employer will provide a Long Term Disability insurance plan for full time employees. The plan will provide a sixty-six and two thirds percent (66 2/3%) replacement of an employee's base regular pay and longevity, following a ninety (90) day elimination period for the appropriate period of disability as provided in the plan document. An employee may use their accumulated sick leave or other personal leave to offset the thirty-three and one third percent (33 1/3%) loss of regular pay.

Section 3. Other Benefits

It is agreed employee life insurance shall be provided in the amount of Twenty Thousand Dollars (\$20,000.00) for each employee upon permanent employment with the Agency.

No changes shall be made to affect insurance coverage without approval of all signatory parties to this contract.

It is agreed that the Agency shall pay the amount of forty-five dollars (\$45.00) toward a pair of safety shoes for each employee per year upon evidence such a pair of shoes has been purchased by the employee. Paid only if accompanied by a "safety shoe" tag and the receipt.

Work gloves will be provided by the employer.

Rain suits will be provided by the employer.

Tool allowance of fifty dollars (\$50.00) per year will be provided to equipment lubricator/mechanic only for lost tools one time per year.

Uniforms: The Agency agrees to furnish three (3) uniforms (pants and shirts) for each landfill employee.

(A) Replacement

1. Upon request, three additional uniforms (pants and shirts) will be allotted each year for normal wear.

2. An employee terminating employment must turn in all uniforms and Agency equipment prior to receiving final pay warrant.

ARTICLE XI - Minimum Time Pay Allowances

Section 1. Reporting Time

Any employee who is scheduled to report to work and who presents himself as scheduled shall be assigned to at least two (2) hours work on the job for which he was scheduled to report.

If work on the job is not available, the employee may be excused from duty and paid at his regular rate of pay for two (2) hours work at the appropriate rate; straight time or overtime, whichever is applicable.

When an employee reports for work and starts to work as scheduled and is excused from duty before completing two (2) hours work, the employee shall be paid at his regular rate for two (2) hours work at the appropriate rate; straight time or overtime, whichever is applicable.

Section 2. Recall Pay

Employees who are recalled to work by their superior after the completion of the regular work day shall receive a minimum of two (2) hours pay for each call at the appropriate overtime rate.

ARTICLE XII - Overtime

Section 1. Rate of Pay

(A) Time and one-half of the employee's regular hourly rate of pay shall be paid for work under any of the following conditions: compensation shall not be paid twice for the same hours; all work performed in excess of eight (8) hours in any work day; all work performed in excess of forty (40) hours in any work week.

(B) Double Time. Double time shall be paid for all work performed on Sunday and holidays.

(C) Time worked shall be computed to the closest fifteen (15) minutes for overtime compensation.

Section 2. Procedures

Except for Holidays, whenever overtime work is necessary, MWA management will determine the classification needed to perform the overtime work. In the event there are

no employees who volunteer for the overtime, the overtime will be assigned to the employee in the appropriate classification with the least amount of seniority. The procedure for assigning the overtime will be as follows:

(A) Scheduled Saturday Overtime

Except for Holiday Overtime (assigned under Article V, Section 4) employees shall be offered scheduled Saturday overtime based on seniority. If no employee volunteers for the overtime or if additional employees are needed beyond those that have volunteered, the least senior employee shall be assigned to work.

The Employer shall post a sign-up sheet approximately 30 days in advance and employees shall have two (2) weeks to sign up for overtime.

Upon completion of the sign-up period, Employer shall post the schedule of assigned workers.

Once scheduled, employees must work unless unavailable due to unforeseen emergency or illness. If unavailable, the employee must contact his/her supervisor before the start of the overtime shift. Management reserves the right to assign any available employee to fill in for an employee unavailable due to an unforeseen emergency unless notified prior to noon on Friday.

(B) Other Scheduled Overtime

Employer shall provide reasonable advance notice and assign by seniority.

(C) Exceptions

This procedure shall not apply to overtime incurred as a result of a continuation of work beyond an employee's normal workday. Overtime assigned for snow removal shall not be included in these procedures.

Section 3. Computation of Overtime Rates

All paid leave time, including unworked holidays, shall be considered time worked for the purpose of computing overtime.

Section 4. Overtime vs. Comp Time

Transfer station employees may be given comp time in lieu of overtime pay provided said comp time shall not exceed 240 hours in one year.

ARTICLE XIII - Seniority

“Seniority” means an employee's length of continuous service with the employer since his last date of hire.

Section 1. Probationary Period

Any new landfill employee or transfer station employee may be discharged by the employer during the first ninety (90) days of employment in permanent status in a budgeted position on any grounds, including incompetence, and the Director, working through the employee's supervisor, shall be the sole judge, without appeal, as to the competency of the said employee. Upon satisfactory completion of the probationary period, his/her seniority standing shall be computed from the date he/she started to work.

Section 2. Seniority Lists

The employer will maintain a current seniority list of employees based upon the length of continuous employment with the employer and/or any employment with an Agency member immediately preceding his employment with the employer. Such list will be posted where employees may see it at all times.

Section 3. Breaks in Seniority

An employee's seniority record shall be broken by voluntary resignation, discharge for just cause, and retirement. If an employee returns to work in any capacity within one (1) year, an additional time equal to the loss of service must be served before the previous seniority earned is reinstated.

Section 4. Layoffs

In the event it is necessary to reduce the number of employees, employees will be laid off in inverse order of their seniority and returned to work in the order of their seniority. Employees removed from a position due to a reduction in the number of positions will be placed in other positions within the bargaining unit on the basis of seniority provided such employees possess the necessary job qualifications and have the ability to do the work.

During the period of time the employee is laid off, he shall accumulate seniority during the lay off for a maximum of six (6) months and shall not lose any seniority he had accumulated prior to the time he was laid off.

Transfer station employees shall not be entitled to exercise seniority rights over any employee position or classification located at the Metro Park East Landfill site, regardless of the seniority of the employee who holds said position at the landfill site, unless said employee shall have the requisite skill and ability to immediately perform the work.

ARTICLE XIV - Work Force

Section 1. Promotions

When new jobs are created or vacancies are to be filled, preference shall be given to seniority and qualification as determined by the Director. In the event an employee is eligible for a job and has seniority, he shall be given a trial period not to exceed thirty (30) days in said position and if found not qualified, shall be returned to his former position.

Section 2. Posting

Job vacancy notices shall be posted on the bulletin board for seventy-two (72) hours, excluding weekends, during which time each employee who is interested shall bid.

ARTICLE XV - Settlement of Disputes

Section 1. Grievance

Any grievance concerning the interpretation, application or alleged violation of the provisions of this Agreement by the Employer shall be processed in the manner set forth herein. The term "grievance", however, shall not include a dispute seeking to change the amount of an employee's wages or benefits set forth in this Agreement. Grievances shall be in writing and signed and shall be adjusted in the following manner:

Step 1. The employee shall submit his grievance to the department supervisor within five (5) working days of the occurrence giving rise to it. The supervisor shall give his answer to the employee within three (3) days of submission to him.

Step 2. If not resolved or answered by the department supervisor within three (3) working days, the grievance shall be submitted by the employee to the Agency Director within five (5) working days. The Agency Director shall give an answer to the employee within five (5) work days of submission of grievance.

Step 3. If not resolved, the grievance may be submitted to arbitration by the employee or his labor organization. Notice of arbitration shall be given in writing within fifteen (15) working days of the due date of the Agency Director's answer. Such notice shall specify the section of this Agreement alleged to have been violated. The parties shall promptly meet to attempt to agree on an arbitrator. If they are unable to agree, they shall request the Public Employment Relations Board for a list of five (5) arbitrators and by alternately striking names, one (1) arbitrator will be selected to hear and determine the grievance.

Employees are entitled to representatives of their own choosing in appealing grievances and they are entitled to one (1) representative in Step 1 and a reasonable number of representatives thereafter. When necessary in investigating and settling grievances,

employees and their representatives shall be released from work without loss of pay for a reasonable time provided the employer is given sufficient advance notice to adjust work schedules.

Failure to appeal a grievance within the times specified above shall bar further appeal.

The employee or labor organization and the employer shall share equally the expenses of arbitration. The arbitrator shall have no authority to add to, subtract from, or modify any provisions of this Agreement and his decision shall be final and binding upon the parties.

Section 2. Union Stewards

Section A. Activities

The Union may appoint certain employees to serve in the capacity of steward. The Union will take all reasonable measures to assure such stewards are knowledgeable of their respective responsibilities. A steward may receive, investigate and settle minor complaints and grievances, but shall not solicit such complaints.

Section B. Designation

The total number of stewards shall be designated so as to provide reasonable accessibility by bargaining unit personnel.

Section C. Investigation Procedure

Stewards may be permitted to leave their work area upon request to their supervisor for the purpose of investigating a grievance or complaint in their assigned work area. Whenever a steward enters a work area for the purpose of such investigations, the supervisor must be so notified and informed of the investigation. Stewards shall suffer no loss of their regular pay for the normal work shift when properly excused by their supervisor. However, time spent in the grievance investigation shall be kept reasonable and commensurate with the circumstances of the matter at issue. Normally such time should not exceed one (1) hour at the first or second step of the grievance procedure.

ARTICLE XVI - Discipline and Discharge

Section 1. Cause

Failure to perform the required work assignments or violations of any of the employer's rules and regulations shall be grounds for discipline and/or discharge.

Section 2. Procedures

(A) Whenever an employee's performance falls below the required level or when an employee's conduct constitutes a minor infraction of the employer's rules and regulations,

his supervisor shall inform him promptly and specifically of such lapses. Following a discussion of the matter, a reasonable time for improvement or correction may be allowed before any further disciplinary action is initiated.

(B) In situations where an oral warning has not resulted in a correction of the condition or where more severe initial action is warranted, a written reprimand shall be sent to the employee and a copy placed in the employee's personnel folder.

(C) In those cases where the Director determines the seriousness of the offense, or conditions warrant it, an employee may be suspended without pay by the Director for a period not to exceed thirty (30) calendar days for each offense.

(D) Dismissal. When other forms of disciplinary action have proven ineffective, or for serious violations, the Director may dismiss the employee.

(E) Copies of written reprimands, suspensions or discharges shall be forwarded to the appropriate Union.

Section 3. Cause for Action

Dismissal or other appropriate action may be taken for any of the following causes:

(A) Continued and uncorrected incompetency, inefficiency or negligence in the performance of duty.

(B) Engage in any employment, activity or enterprise which is inconsistent, incompatible or in conflict with his duties as an employee.

(C) Failure to promptly report a physical injury of disability or mental status or a diminution of the employee's ability to perform his assigned duties efficiently, properly and safely.

(D) A serious breach of discipline.

(E) Failure to maintain the required drivers license or failure to promptly report the expiration or revocation of a required drivers license.

(F) Unauthorized absence, abuse of leave privileges or chronic tardiness.

(G) Falsification of an application or of an Agency record.

(H) Willful violation of Agency rules.

(I) Theft of Agency property.

(J) Rudeness to customers

(K) Drunkenness or use of non-medically prescribed drugs.

(L) Drinking or the carrying of alcoholic beverages while on duty or on Agency premises.

(M) Gambling on Agency property or while on duty.

Section 4. Financial Obligations

Employees shall arrange and conduct their personal financial affairs so that creditors will not have to make use of the Agency as a collection agent under garnishment procedures. Repeated failure to comply with this provision shall be grounds for disciplinary action or dismissal. However, employees cannot be discharged for garnishment for a single indebtedness.

ARTICLE XVII - Deferred Compensation

An employee shall be eligible to contribute the maximum allowed by law into the deferred compensation plan. The Employer will contribute a sum equal to that contributed by the employee up to three percent (3%) of the employee's annual salary.

ARTICLE XVIII - General Provisions

Section 1. Pledge Against Discrimination and Coercion.

The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to age, sex, marital status, race, color, creed, national origin or political affiliation. The Union shall share equally with the employer the responsibility for applying this provision of the agreement.

All references to employees in this Agreement designate both sexes and wherever the male gender is used it shall be construed to include male and female employees.

The employer agrees not to interfere with the rights of employees to become members of the Union and there shall be no discrimination, interference, restraint or coercion by the employer or the employer's representative against any employee because of Union membership or because of any employee activity in an official capacity on behalf of the Union.

The Union agrees that it will not discriminate against, interfere with or harass employees with regard to their refusal to join or their withdrawal from the Union, but agrees to represent all employees in the bargaining unit without discrimination, interference, restraint or coercion.

Section 2. Union Bulletin Boards

The employer agrees to furnish and maintain suitable bulletin boards in convenient places in each work area to be used by the Union.

The Union shall limit its posting of notices and bulletins to such bulletin boards.

Section 3. Union Activities on Employer's Time and Premises

The employer agrees that during working hours on the employer's premises, without loss of pay, Union representatives shall be allowed to list or post Union notices on designated bulletin boards; attend negotiating meetings with management, provided mutually acceptable arrangements as to time and place can be made; transmit communications authorized by the local union or its officers to the employer or his representative.

Section 4. Work Rules

The employer agrees to establish reasonable work rules. Newly established work rules or amendments to existing work rules shall be reduced to writing, posted and five (5) copies furnished to the Union president at least three (3) working days prior to the effective date of the rules. Any conflict shall be subject to the grievance procedure.

Section 5. Safety

It is agreed by the parties that the question of safety is a common concern and to this end, the parties agree to use all reasonable means of protecting the health and welfare of all employees.

Employer will develop a training program for employees in toxic material handling and recognition of hazardous waste materials. This program will be made available to all employees who are involved in the handling of any waste materials and will be given during the employees' regular work schedule whenever possible. In the event it is necessary to conduct the training program outside the employee's regular work schedule, the employee will be paid his appropriate hourly rate for attendance at the program. The Employer will also conduct C.P.R. classes at the landfill site for interested employees. Employees will be excused from work to attend the C.P.R. class as the work schedule will permit.

Section 6. Management Rights

The union recognizes that, except as specifically limited or abrogated by the terms and provisions of this Agreement, the right to manage, direct or supervise the operations of the Agency and to discipline employees for work related conduct arising from circumstances not specifically covered in this Agreement is vested solely and exclusively in the management of the Agency.

Section 7. Job Training

Any job training which is necessary for the employee to competently and safely perform in his or her current position shall be given to the employee by the Employer at the Employer's expense.

ARTICLE XIX - Savings Clause

Should any article, section or portion thereof, of this Agreement, be held unlawful and unenforceable by any court of competent jurisdiction, such decision of the court shall apply only to the specified article, section or portion thereof directly specified in the decision; upon issuance of such a decision, the parties agree to immediately negotiate a substitute for the invalidated article, section or portion thereof.

ARTICLE XX - Duration of Agreement

This Agreement shall be effective as of the first (1st) day of July, 2006 and shall remain in full force and effect through the thirtieth (30th) day of June, 2009.

Signed this 17th day of May, 2006.

EMPLOYER:

UNION:

METRO WASTE AUTHORITY
LANDFILL
COUNCIL

CENTRAL IOWA EMPLOYEES

By: Thomas Hadden
Thomas Hadden
Director

By: Steve Piper
Steve Piper
Business Manager

By: Kevin Holzhauser
Kevin Holzhauser
Business Representative

APPENDIX I

The following wage plan will apply to all permanent or permanent part-time employees of the Metro Waste Authority who work in the classifications listed below for the period from July 1, 2001 through June 30, 2006:

JOB CLASSIFICATION RANGES

- | | |
|---------|---|
| Range 1 | Equipment Lubricator, Solid Waste Utility Man |
| Range 2 | Transfer Station Operator/Semi Drivers |
| Range 3 | Medium Equipment Operator |
| Range 4 | Heavy Equipment Operator/Equipment Mechanic |

Working Foreman shall receive an additional One Dollar (\$1.00) per hour.

APPENDIX I-A

A. SALARY RANGE FOR THE PAY PERIOD JULY 1, 2006, THROUGH JUNE 30, 2007.

		STEP 1	STEP 2	STEP 3	STEP 4
RANGE	START	6 MO.	1 YR.	18 MO.	2 YRS.
1	19.65	19.86	20.14	20.65	21.11
2	21.49	21.72	21.94	22.44	23.63
3	22.87	23.42	23.44	24.04	24.60
4	23.74	23.87	24.19	24.77	25.36

B. SALARY RANGE FOR THE PAY PERIOD JULY 1, 2007, THROUGH JUNE 30, 2008.

The pay ranges for the fiscal year ending June 30, 2007 will receive a 3.5% increase for the fiscal year July 1, 2007 through June 30, 2008.

		STEP 1	STEP 2	STEP 3	STEP 4
RANGE	START	6 MO.	1 YR.	18 MO.	2 YRS.
1	20.34	20.56	20.85	21.37	21.85
2	22.24	22.49	22.71	23.22	24.46
3	23.67	24.24	24.26	24.88	25.46
4	24.57	24.70	25.03	25.63	26.25

C. SALARY RANGE FOR THE PAY PERIOD JULY 1, 2008, THROUGH JUNE 30, 2009.

The pay ranges for the fiscal year ending June 30, 2007 will receive a 3.5% increase for the fiscal year July 1, 2008 through June 30, 2009.

		STEP 1	STEP 2	STEP 3	STEP 4
RANGE	START	6 MO.	1 YR.	18 MO.	2 YRS.
1	21.05	21.28	21.58	22.12	22.62
2	23.02	23.27	23.50	24.04	25.31
3	24.50	25.09	25.11	25.76	26.35
4	25.43	25.57	25.91	26.53	27.16